

EXHIBIT 1



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Santa Rosa Beach, FL 32459

PIPE HITTER FOUNDATION GRANT AGREEMENT

The Pipe Hitter Foundation ("PHF") is implementing a fundraising campaign in support of Joshua Mast and his family ("Grantees") under the PHF's Hardship and Legal Defense Grant Program. ("Program"). The purpose of the funds raised are to provide Grantees financial support for legal defense and are consistent with the below terms.

The terms of the Legal Defense Grant are:

1. The fundraising goal as agreed upon by PHF and grantee is \$100,000
2. Funds may not be used for the purchase of non-essential goods or services, or for any purpose other than a hardship, as defined below. Funds may not be used to make political contributions, influence the outcome of any election for public office, or any lobbying activities or to otherwise support attempts to influence legislation.
3. Hardships are defined as rent and mortgage payments, utilities, groceries (excluding tobacco and alcohol) and other necessary living expenses. Ongoing or emergency medical care for Grantee and dependents, childcare, and pre-existing education expenses, are included as well.
4. Grantees understand and agree that The Pipe Hitter Foundation retains 5% of funds raised for administrative, fundraising and program cost.
5. Use of the names and phrases "Pipe Hitter Foundation", "PHF", "Gallagher", "Eddie Gallagher", or "Andrea Gallagher" or any formulation or variation thereof, without the prior written consent of the Pipe Hitter Foundation is prohibited. The Pipe Hitter Foundation ("PHF") is not responsible for any assertions, claims, actions, or statements made by recipients of financial, promotional, or other support from PHF. PHF reserve the right to revoke, discontinue and claw back any support it extends and/or seek damages, should it determine, in its sole discretion, that any recipient of its financial, promotional, or other support has conducted itself in a manner inconsistent with the mission and values of PHF.

Grantee's individual eligibility for **future support** of a grant is contingent upon fulfilling the following duties and obligations ("Duties and Obligations") as noted below:

1. For any previous legal fees to be paid from funds raised by PHF, itemized bills must be provided from attorney(s) and reviewed and approved by PHF Board of Directors.
 1. Payment of approved legal fees shall be made directly to the Interest Only Lawyers Trust Account (IOLTA), or an equivalent in that jurisdiction subject to applicable Bar Association rules, of counsel representing Joshua Mast
2. Any funds available after payment of approved previous and new legal fees of Joshua Mast, and a determination by the PHF Board that such payments are largely or wholly completed with respect to matters the PHF Board will consider, will be provided to The Mast's for use of any family hardship as defined above.
 1. Distribution of such funds will be approved by the PHF Board of Directors based on what each individual identified in their grant application as need for financial support.
 2. Such funds may only be used in accordance with applicable IRS regulations for charitable organizations and the hardship terms of the Grant contained in this agreement.
 3. PHF may, in its sole discretion, determine that the period of hardship and related financial need has been met, and thereafter the PHF Board may identify an alternative use for any remaining funds raised for the benefit of a Grantee and their family. Specific examples include the establishment of one or more Trusts for ongoing medical expenses of Grantee and family, or for the education of children, or anticipated future legal needs.

If Grantee fails to abide by the terms of the Support Grant or fails to perform any of the Duties and Obligations during the current or any future Grant Period, (i) all remaining Payments shall not be remitted, (ii) the Support Grant will be immediately terminated, and (iii) Grantee shall receive no further payments under the Support Grant. Any remaining funds raised by PHF specifically for the benefit of Grantee and not yet expended for such purpose may, in PHF's sole discretion, be held in trust for the benefit of Grantee or Grantees family, or transferred to a Trust established for such purposes, or refunded to donors.

PHF may, in its sole discretion, require grant funds be paid to a trust account established by and for the benefit of each of the named recipients.

Agreed and accepted by:

Grantee

By: Jonathan Mast
Date: 05/10/2023

Pipe Hitter Foundation

By: Dena Cruden
Date: 05/10/2023